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## SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

Schedules Numbered IN2002.134.03 are made and entered into pursuant, and subject to the terms of, a certain Master Agreement for Licensed Software, Hardware and Services No. \_\_\_\_\_ between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
<b>MANATRON, INC.</b> 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	<b>RANDOLPH COUNTY, INDIANA</b> 100 South Main Street, Room 106 Winchester, Indiana 47394 ("Customer"):
Attention: <u>Vicky Mergen, Contract Administration</u> Telephone No.: <u>(866) 471-2900 ext. 197</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>vicky.mergen@manatron.com</u>	Attention: <u>Mr. Noel B. Carpenter</u> Telephone No.: <u>765-584-0399</u> Fax No.: _____ E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures

**MANATRON, INC.**  
By: [Signature]  
(Signature)  
Its: Director of Contracts  
(Title)  
Date: December 30, 2004  
Witnessed: Matthew Henry  
By: Matthew Henry

**RANDOLPH COUNTY, INDIANA - ASSESSOR**  
By: [Signature]  
(Signature)  
Its: Asst. For  
(Title)  
Date: 11-6-04  
By: \_\_\_\_\_  
(Signature)  
Its: \_\_\_\_\_  
(Title)  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)  
Its: \_\_\_\_\_  
(Title)  
Date: \_\_\_\_\_  
Witnessed: Mark Rams  
Date: 12-6-2004

SIGNATURE PAGE

Date: November 29, 2004 M.M.

**THIRD-PARTY SOFTWARE SCHEDULE FOR RANDOLPH COUNTY, INDIANA**

Schedule No. IN2002.134.03 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.134 between Manatron, Inc. and the undersigned Customer (the "Agreement").

THIRD-PARTY SOFTWARE				
Software Description	QTY	Unit Price	Total Price	Office
Windows 2000 Server	1	Customer to Supply		Assessor
Windows 2000 Server Media	1			
Windows 2003 Server CAL's	5			
Backup Exec V9.0 Server Edition	1	\$ 611.00	\$ 611.00	Assessor
PCAnywhere V10.5 (host & remote)	1	\$ 208.00	\$ 208.00	Assessor
PCAnywhere V10.5 (host only)	1	\$ 116.00	\$ 116.00	Assessor
SQL Server 2000 Standard	1	\$ 771.00	\$ 771.00	Assessor
SQL Server 2000 Media	1	\$ 33.00	\$ 33.00	Assessor
SQL Server 2000 C.A.L's	5	\$ 169.00	\$ 845.00	Assessor
Total Third-Party Software Fees:				\$ 2,584.00

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

**TERM OF THIRD-PARTY SOFTWARE SCHEDULE:** This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees as specified in this Schedule.

Date: November 29, 2004 M.M.

**SOFTWARE SCHEDULE FOR RANDOLPH COUNTY, INDIANA**

Schedule No. IN2002.134.03 to the Master Agreement for Licensed Software, Hardware and Services.

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SOFTWARE					
Software Description	Model Number	QTY	Unit Price	Total Price	Office
ACAMA to ProVal Plus Software Upgrade	PAPP	5	\$ 5,000.00	\$ 25,000.00	Assessor
Software Allowance		5	\$ (5,000.00)	\$ (25,000.00)	
Total Software Fees:					\$ -

SOFTWARE USE RESTRICTIONS: 5 -- Users of ProVal Plus

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

Date: November 29, 2004 M.M.

**MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR RANDOLPH COUNTY, INDIANA**

Schedule No. IN2002.134.03 to the Master Agreement for Licensed Software, Hardware and Services.

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SOFTWARE SUPPORT SERVICES			
Software Product	Qty / # of Users	Annual Price	Office
ProVal Plus Software Support	5	\$ 7,500.00	Assessor
Windows 2003 Server	1	\$ 1,800.00	Assessor
Windows 2003 Server Media	1		
Windows 2003 Server CAL's	5		
Backup Exec V9.0 Server Edition	1	\$ 214.00	Assessor
PCAnywhere V10.5 (host & remote)	1	\$ 120.00	Assessor
PCAnywhere V10.5 (host only)	1		
SQL Server 2000 Standard	1	\$ 2,100.00	Assessor
SQL Server 2000 Media	1		
SQL Server 2000 C.A.L's	5		
<b>Total Software Support Services Fees:</b>			<b>\$ 11,734.00</b>

**CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.**

**THIRD-PARTY SOFTWARE SUPPORT:** Company will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Company shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Company to be related to the Third-Party Software, Company shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

**TERM OF SUPPORT SERVICES SCHEDULE:** Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

**DELAYED BILLING FEES:** If Customer is billed on a monthly or quarterly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Date: November 29, 2004 M.M.

**PROFESSIONAL SERVICES SCHEDULE FOR RANDOLPH COUNTY, INDIANA**

Schedule No. IN2002.134.03 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.134 between Manatron, Inc. and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES						
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Office	Estimated Completion Date
Equipment Install/Setup	INSHW	1	\$ 1,000.00	\$ 1,000.00	Assessor	TBD
Application Software	INS3RD	1	\$ 1,000.00	\$ 1,000.00	Assessor	TBD
System Software Installation	INS3RD	1	\$ 1,000.00	\$ 1,000.00	Assessor	TBD
Conversion - ACAMA to ProVal Plus	CONV	1	\$ 10,000.00	\$ 10,000.00	Assessor	TBD
Total Professional Services Fees:					\$ 13,000.00	

**TERM OF PROFESSIONAL SERVICES SCHEDULE:****CABLING/ NETWORKING – Not included in contract**

The County has the following options:

1. Manatron will provide a certified subcontractor on-site
2. County is responsible for cabling networking or hiring a certified subcontractor

CONSULTATION/TRAINING SERVICES				
DESCRIPTION	Model Number	Total Price	Days/QTY	Office
ProVal Plus Training	10	8,000.00	10	Assessor
Total Consultation/Training Services Fees:			\$ 8,000.00	

All Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

**TERM OF SUPPORT SERVICES SCHEDULE:**

**CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

**ADDITIONAL CONSULTATION/SUPPORT SERVICES PAYMENT TERMS:** Manatron shall provide training to Customer for the Application Software in the amounts identified above. Any additional training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

**GENERAL PROVISIONS:**

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed; and
- (5) Manatron recommends one (1) person per PC/Terminal.

Date: November 29, 2004 M.M.

# SUMMARY SCHEDULE FOR RANDOLPH COUNTY, INDIANA

Schedule No. IN2002.134.03

ONE TIME FEES	
DESCRIPTION	Total Price
THIRD-PARTY SOFTWARE	\$ 2,584.00
SOFTWARE	\$ -
PROFESSIONAL SERVICES (Billed as Used)	\$ 13,000.00
CONSULTATION/TRAINING SERVICES	\$ 8,000.00
<b>Total One Time Fees - Plus Freight:</b>	<b>\$ 23,584.00</b>

**Payment Terms for One Time Fees:** Manatron will invoice 100% of the Hardware and Third Party Software upon receipt by Customer. Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation. Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

ONGOING FEES	
DESCRIPTION	Total Price
SOFTWARE SUPPORT SERVICES	\$ 11,734.00
<b>Total Ongoing Fees:</b>	<b>\$ 11,734.00</b>

**Payment Terms: Hardware Maintenance Services** shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

**Payment Terms: Software Support:** Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

Date: November 29, 2004 M.M.